

34765

VOLUNTARY AGREEMENT

Made this 21st day of June 2002 by and between RTI+, Inc. T/A Il Tesoro, 4400 Connecticut Avenue, N.W. (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park and Forest Hills (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC), is the Applicant's application to renew a Class CR license for its premises at 4400 Connecticut Avenue, NW, ABC application # 34765; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

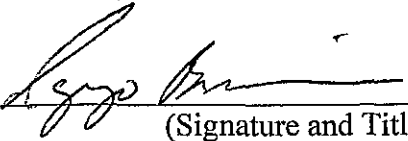
NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 99 seats for the exclusive use of dining patrons – 75 indoors and 24 outdoors. Alcoholic beverages will be served primarily in conjunction with full meal service.
3. The bar/lounge area will have a maximum of 16 seats for the primary use of patrons waiting for dining service.
4. The Applicant's hours of operation shall be
11:00am to 1:00am, Sunday through Thursday; and
11:00am to 2:00am, Friday and Saturday.
5. The outdoor seating area will close at
Midnight, Monday through Thursday; and
Midnight, Friday and Saturday.
6. Applicant shall present no form of live entertainment other than light piano and guitar music to accompany dining, and no form of recorded music other than soft background music for dining. Applicant shall present no music, live or recorded, in the outdoor seating area.
7. Applicant shall permit no form of dancing.
8. Applicant shall not install or utilize any equipment for the showing of videos; juke boxes; or video games.


9. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations left uncorrected may be referred by the ANC to the appropriate agency.
10. Applicant will post no signs advertising liquor sales, happy hours, or the like.
11. Applicant will care for the two tree boxes at the front of the restaurant, including provision of suitable plantings.
12. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
13. Any and all contemplated changes to Applicant's operation that would conflict with this voluntary agreement will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
14. In consideration of and in reliance upon the commitments reflected in paragraphs 1-13 preceding, the ANC will advise the ABC Board that it has no objection to Applicant's pending license application.
15. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5, to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written

APPLICANT, RTI+, INC. T/A IL TESORO

By:  Pres.
(Signature and Title)

ADVISORY NEIGHBORHOOD COMMISSION 3F

By:  Chair
(Signature and Title)